

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re:	:	
	:	Case No.: 18-16777
Jackie M. Sampson	:	Chapter 13
	:	Judge Magdeline D. Coleman
	:	Debtor(s) : * * * * *
	:	
MidFirst Bank	:	Related Document #
	:	
	:	Movant,
vs	:	
	:	
Jackie M. Sampson	:	
Kenneth E. West	:	
	:	Respondents.
	:	

CERTIFICATE OF DEFAULT

Now comes MidFirst Bank, its successor and assigns (hereinafter, "Creditor") by and through counsel, and certifies to this Court that Jackie M. Sampson ("Debtor") has failed to comply with the Order approving the stipulation dated December 7, 2020, a copy of which is attached hereto as Exhibit "A", by failing to make timely payments in accordance with the stipulation. Pursuant to the Order, the automatic stay will terminate upon the filing of the Certificate of Default.

Creditor hereby avers that Debtors are delinquent for the April 1, 2023 payment and for all arrears that were due thereafter. Further, pursuant to the terms of the stipulation, Creditor provided Debtors and their Counsel with a Notice of Default on May 24, 2023, allowing Debtors ten (10) days to cure this default. A copy of said default letter is attached hereto as Exhibit "B". Ten (10) days have passed and the default has not been cured.

WHEREFORE, upon the filing of the Certificate of Default, Creditor requests that the Court enter an order terminating the automatic stay.

Respectfully submitted,

/s/ Adam B. Hall

Adam B. Hall, Esquire (323867)

Alyk L. Oflazian (312912)

Manley Deas Kochalski LLC

P.O. Box 165028

Columbus, OH 43216-5028

Telephone: 614-220-5611

Fax: 614-627-8181

Attorneys for Creditor

The case attorney for this file is Adam B. Hall.

Contact email is abh@manleydeas.com

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FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re: :
 : **Case No.: 18-16777**
Jackie M. Sampson : **Chapter 13**
 : **Judge Magdeline D. Coleman**
Debtor(s) : * * * * *
 :
MidFirst Bank : **Related Document #**
Movant, :
vs :
 :
Jackie M. Sampson :
Kenneth E. West :
Respondents. :
 :

CERTIFICATE OF SERVICE

I certify that on the date of filing, a copy of the foregoing Certificate of Default was filed electronically. Notice of this filing will be sent to the following parties through the Court's

Electronic Case Filing System:

Office of U.S. Trustee, Party of Interest, (Registered address)@usdoj.gov

Kenneth E. West, Chapter 13 Trustee, ecfemails@ph13trustee.com

I certify that on the date of filing, a copy of the foregoing document was sent by U.S.

Mail to the following:

BRAD J. SADEK, Attorney for Jackie M. Sampson, PO Box 162, Green, OH 44282

Jackie M. Sampson, 4928 N. 19th Street, Philadelphia, PA 19141

/s/ Adam B. Hall

Exhibit A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re: :
: Case No.: 18-16777
Jackie M. Sampson : Chapter 13
: Judge Magdeline D. Coleman
Debtor(s) : * * * * *
:
MidFirst Bank : Date and Time of Hearing
Movant, : December 8, 2020 at 10:30 a.m.
vs :
: Place of Hearing
Jackie M. Sampson : U.S. Bankruptcy Court
: 900 Market Street, Courtroom #2
William C. Miller : Philadelphia, PA, 19107
Respondents. :
Related Document # 41

**STIPULATION FOR SETTLEMENT OF MOTION FOR RELIEF FROM AUTOMATIC
STAY AS TO REAL PROPERTY LOCATED AT
4928 NORTH 19TH STREET, PHILADELPHIA, PA 19141 (Dkt. #41)**

This matter coming to be heard on the *Motion for Relief from Stay* (Dkt. #41) which was filed in this court by MidFirst Bank ("Movant"), Movant and Jackie M. Sampson by and through counsel ("Debtor"), have agreed to a course of action which will condition the continuation of the automatic stay upon certain provisions incorporated herein for the protection of Movant; and Parties stipulate to the following and request a Court order confirming the same:

1. The Parties agree that the Chapter 13 Plan ("Plan") filed herein on behalf of Debtor provided that said Debtor was to make regular monthly mortgage payments to Movant outside of the Plan in a regular monthly fashion.
2. The Parties agree that in breach of said Plan, Debtor failed to make regular monthly mortgage payments to Movant and is currently in default for the months of October 2020 through November 2020, incurring a total post-petition arrearage of \$2,131.78, which consists of 2 post-petition payments for October 1, 2020 through November 1, 2020 at \$550.39 each and attorney fees and costs of \$1,031.00. There is \$57.76 in suspense, which reduces the total post-petition arrearage to \$2,074.02.
3. Debtor shall repay the total post-petition arrearage of \$2,074.02 directly to the Chapter 13 Trustee who shall then disperse the funds to Creditor.
4. Debtor shall submit ongoing monthly mortgage payments directly to the Creditor starting with the December 1, 2020 post-petition payment and continue to make timely post-petition mortgage payments directly to Movant in a regular monthly fashion.
5. Debtor shall file a modified Chapter 13 Plan wherein the post-petition arrearage for the months of October 2020 through November 2020 is included in the Plan. Debtor shall file

the Motion to Modify Chapter 13 Plan within thirty (30) days of the Court Order approving this stipulation.

6. Movant is permitted to file a Supplemental Proof of Claim in the amount of \$2,074.02 representing the total post-petition delinquency. The Supplemental Proof of Claim shall be paid as a secured claim through the Chapter 13 Plan.
7. Payments shall be sent to:

MidFirst Bank
999 NW Grand Boulevard
Suite 100
Oklahoma City, OK 73118
8. The following are events of default under this Stipulation:
 - a. Debtor's failure to file a Modified Chapter 13 Plan within 30 days of the Court Order approving this stipulation;
 - b. Debtor's failure to remit any future monthly mortgage payment on or before the date on which it is due;
9. In the event of a Default, Movant shall send a Notice specifying the Default, to Debtor and Debtor's counsel ("Notice"), allowing Debtor ten (10) days to cure the Default ("Cure Opportunity"). If the Default is not cured, Movant shall file a Certification of Default with the Court. The automatic stay shall be terminated as to Movant, its principals, agents, successors and/or assigns as to the subject property upon the Court's entry of an Order granting Movant's Certification of Default.
10. If Movant has to send a Notice of Default, the Debtor shall pay \$100.00 per notice, as attorney fees, in addition to whatever funds are needed to cure the default prior to the expiration of the allowed cure period.
11. This Stipulation remains in full force and effect in the event Debtor's case is dismissed by the Court and Debtor subsequently reinstates his case by order of the Court and/or the Movant obtains relief from stay and the stay is subsequently reinstated by order of the Court.
12. If this bankruptcy proceeding is converted to Chapter 7, dismissed or discharged, this Order shall be terminated and have no further force or effect.

MANLEY DEAS KOCHALSKI LLC

Dated: 12/3/2020

BY: /s/ Karina Velter

Karina Velter (94781)
Manley Deas Kochalski LLC

P.O. Box 165028
Columbus, OH 43216-5028
614-220-5611; Fax 614-627-8181
Email: kvelter@manleydeas.com
Attorney for Creditor

Dated: 12/3/2020

BY: 

Brad J. Sadek
Sadek and Cooper
1315 Walnut Street, Suite 502
Philadelphia, PA 19107
Email: brad@sadeklaw.com
Attorney for Debtor

I do not object to the foregoing Stipulation

/s/ LeeAne O. Huggins (Without Prejudice to Any Trustee Rights or Remedies)

William C. Miller
P.O. Box 1229
Philadelphia, PA 19105

December 5, 2020



April 27, 2023

BRAD J. SADEK
PO Box 162
1315 Walnut Street
Green, OH 44282

Re: MidFirst Bank v.
Jackie M. Sampson
Case No. 18-16777
Our File No. 18-032247

Dear BRAD J. SADEK:

Please be advised that your client, Jackie M. Sampson, has failed to comply with the Agreed Order entered into on December 7, 2020 on behalf of the above referenced Debtor.

The Debtor is currently behind through April 2023 as follows:

	Amount	# of Pmts Behind	Total
Regular Mortgage Payments for February, 2023 - April, 2023	\$570.51	3	\$1,711.53
NOD Fee	\$100.00	1	\$100.00
Less Suspense	-\$42.72		-\$42.72
TOTAL:			\$1,768.81

Please note that this letter serves as a Notice of Default and opportunity to cure the arrearage stated above. **Your clients will have ten (10) days from the date of receipt of this letter in which to remit the funds listed above. If no response is received within ten (10) days, the Stay will automatically terminate without further notice or motion, upon the filing of a Certification of Default.**

PLEASE ALSO NOTE THAT THE MAY 1, 2023 PAYMENT IN THE AMOUNT OF \$570.51 WILL ALSO BE DUE, BUT IS NOT YET IN DEFAULT UNDER THE AGREED ORDER.

Funds must be remitted directly to the creditor. If sending payment by mail, the creditor's address can be found in the Proof of Claim. Do not remit funds to Creditor's counsel.

Should you have any questions regarding this matter, please do not hesitate to contact me at 614-220-5611.

Very truly yours,

18-032247_SJW

Adam B. Hall

CC: Jackie M. Sampson
4928 N. 19th Street
Philadelphia, PA 19141

Jackie M. Sampson
4928 North 19th Street
Philadelphia, PA 19141